

COLLECTIVE BARGAINING AGREEMENT

Between

**Local 73 - SERVICE EMPLOYEES INTERNATIONAL UNION
(S.E.I.U.), AFL-CIO**

And

**COUNTY OF COOK/TREASURER OF COOK COUNTY
(AS JOINT EMPLOYERS)**

Effective

December 1, 2004 through November 30, 2008

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE I - Recognition	1
Section 1.1 Representative Unit	1
Section 1.2 Union Membership	1
Section 1.3 Dues Checkoff	1
Section 1.4 "Fair Share"	1
Section 1.5 Religion Exemption	2
Section 1.6 Indemnification	2
Section 1.7 SEIU Cope	3
Section 1.8 Orientation	3
Section 1.9 Neutrality	3
ARTICLE II - Employer Authority	3
Section 2.1 Employer Rights	3
Section 2.2 Employer Obligation	3
Section 2.3 Union and Employer Meetings	3
Section 2.4 Union and Employer Meetings on Career Development	4
Section 2.5 Employer Policy and Procedures Manual	4
ARTICLE III - Hours of Work and Overtime	4
Section 3.1 Purpose of Article	4
Section 3.2 Regular Work Periods	4
Section 3.3 Compensatory Time and/or Overtime Compensation	5
Section 3.4 Overtime Work	6
Section 3.5 Sick Day/Call In	6

Section 3.6	Work During Lunch Time	<u>6</u>
Section 3.7	Breaks During Overtime Work	<u>6</u>
ARTICLE IV - Seniority		<u>6</u>
Section 4.1	Probationary Period	<u>6</u>
Section 4.2	Definition of Seniority	<u>7</u>
Section 4.3	Promotion, Transfer	<u>7</u>
Section 4.4	Reduction in Work Force, Layoff and Recall	<u>7</u>
Section 4.5	Promotion and Shift Assignment	<u>8</u>
Section 4.6	Return to Former Job	<u>8</u>
Section 4.7	Return to Represented Unit	<u>8</u>
Section 4.8	Termination of Seniority	<u>8</u>
Section 4.9	Transfer of Stewards	<u>9</u>
Section 4.10	Seniority List	<u>9</u>
Section 4.11	Job Posting	<u>9</u>
Section 4.12	Reductions in Force	<u>10</u>
ARTICLE V - Rates of Pay		<u>10</u>
Section 5.1	Job Classifications/Rates of Pay	<u>10</u>
Section 5.2	New, Changed or Misclassification; Job Audit/Classification Review	<u>11</u>
Section 5.3	Classification and Grade Change	<u>11</u>
Section 5.4	Part-Time Employees	<u>12</u>
Section 5.5	Performance Evaluations	<u>12</u>
ARTICLE VI - Holidays		<u>13</u>
Section 6.1	Designation of Holidays	<u>13</u>
Section 6.2	Eligibility	<u>13</u>
Section 6.3	Holidays In Vacations	<u>14</u>

Section 6.4	Failure to Report	<u>14</u>
ARTICLE VII - Vacations		<u>14</u>
Section 7.1	Vacation Leave	<u>14</u>
Section 7.2	Vacation Preference and Scheduling	<u>15</u>
ARTICLE VIII - Welfare Benefits		<u>15</u>
Section 8.1	Hospitalization Insurance: Employee Contributions	<u>15</u>
Section 8.2	Sick Leave	<u>16</u>
Section 8.3	Disability Benefits	<u>17</u>
Section 8.4	Life Insurance	<u>17</u>
Section 8.5	Pension Plan	<u>17</u>
Section 8.6	Dental Plan	<u>17</u>
Section 8.7	Vision Plan	<u>17</u>
Section 8.8	Hospitalization - New Hires	<u>18</u>
Section 8.9	Flexible Benefits Plan	<u>18</u>
Section 8.10	Insurance Opt Out	<u>18</u>
Section 8.11	Insurance Claims	<u>18</u>
Section 8.12	School Conference and Activity Leave	<u>18</u>
ARTICLE IX - Additional Benefits		<u>18</u>
Section 9.1	Bereavement Pay	<u>18</u>
Section 9.2	Jury Duty	<u>19</u>
Section 9.3	Maternity/Paternity Leave and Family Responsibility Leave	<u>19</u>
Section 9.4	Election Day	<u>19</u>
Section 9.5	Personal Days	<u>19</u>
ARTICLE X - Leaves of Absence		<u>20</u>
Section 10.1	Regular Leave	<u>20</u>

Section 10.2	Seniority on Leave	<u>20</u>
Section 10.3	Retention of Benefits	<u>20</u>
Section 10.4	Union Leave	<u>21</u>
Section 10.5	Military Leave	<u>21</u>
Section 10.6	Veterans' Conventions	<u>21</u>
Section 10.7	Approval of Leave	<u>22</u>
Section 10.8	Educational Leave	<u>22</u>
Section 10.9	Use of Benefit Time	<u>22</u>
ARTICLE XI - Grievance Procedure		<u>22</u>
Section 11.1	Policy	<u>22</u>
Section 11.2	Definition	<u>22</u>
Section 11.3	Representation	<u>22</u>
Section 11.4	Grievance Procedure Steps	<u>22</u>
Section 11.5	Time Limits	<u>23</u>
Section 11.6	Stewards	<u>23</u>
Section 11.7	Union Representatives	<u>23</u>
Section 11.8	Impartial Arbitration	<u>24</u>
Section 11.9	Discipline	<u>24</u>
Section 11.10	Assistant Supervisors	<u>25</u>
Section 11.11	Expedited Arbitration	<u>25</u>
Section 11.12	Letter of Notification	<u>26</u>
ARTICLE XII - Continuity of Operation		<u>26</u>
Section 12.1	No Strike	<u>26</u>
Section 12.2	Union Responsibility	<u>26</u>
Section 12.3	Discharge of Violators	<u>26</u>

Section 12.4	No Lock-Out	<u>27</u>
Section 12.5	Reservation of Rights	<u>27</u>
ARTICLE XIII - Training and Education		<u>27</u>
Section 13.1	Seminars	<u>27</u>
Section 13.2	Tuition Reimbursement	<u>27</u>
Section 13.3	Posting of Openings	<u>27</u>
Section 13.4	Cross Training	<u>27</u>
ARTICLE XIV - Miscellaneous		<u>28</u>
Section 14.1	No Discrimination	<u>28</u>
Section 14.2	Safety, Work Environment and Health	<u>28</u>
Section 14.3	Voluntary and Community Service Workers	<u>29</u>
Section 14.4	Bulletin Boards	<u>29</u>
Section 14.5	Partial Invalidity	<u>29</u>
Section 14.6	Subcontracting	<u>30</u>
Section 14.7	Personnel Files	<u>30</u>
Section 14.8	Dignity and Respect	<u>30</u>
Section 14.9	Travel Reimbursement	<u>30</u>
Section 14.10	Auto Insurance	<u>30</u>
Section 14.11	Americans with Disabilities Act	<u>31</u>
Section 14.12	Bilingual Pay	<u>31</u>
Section 14.13	Integrity of the Bargaining Unit	<u>31</u>
Section 14.14	Welfare to Work	<u>31</u>
Section 14.15	Credit Union	<u>32</u>
Section 14.16	Mass Transit Benefit Program	<u>32</u>

ARTICLE XV - Office Equipment	<u>32</u>
Section 15.1 Introduction of New Automated Equipment	<u>32</u>
Section 15.2 Computer Monitor Screens	<u>32</u>
Section 15.3 Employee Testing	<u>32</u>
ARTICLE XVI - Duration	<u>33</u>
Section 16.1 Term	<u>33</u>
Section 16.2 Notice	<u>33</u>
APPENDIX A - Local 73 – Treasurer’s Office	<u>1</u>
APPENDIX B - Grievance Procedure	<u>1</u>
APPENDIX D - Drug Policy	<u>1</u>

COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This Collective Bargaining Agreement is entered into between the County of Cook and the Treasurer of Cook County as joint employers of employees covered by this Agreement (hereinafter collectively referred to as the "Employer") and Local 73 - Service Employees International Union (S.E.I.U.), AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I Recognition

Section 1.1 Representative Unit:

The Employer recognizes the Union as the sole and exclusive representative for all employees of the Employer in the job classifications set forth in Appendix A of this Agreement and excluding all confidential employees, technical, professionals, supervisors, managers, seasonal employees, all industrial relations and personnel department employees.

Section 1.2 Union Membership:

The Employer does not object to Union membership by its employees, and believes that certain benefits may inure from such membership. For the purpose of this Section, an employee shall be considered to be a member of the Union if he/she timely tenders the dues and initiation fee required as a condition of membership.

Section 1.3 Dues Check-off:

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union, and the Employer shall continue to retain a service charge of five cents (5¢) for making each such deduction.

The Union shall advise the Employer of any increase in dues, fair share fees, or other approved deductions in writing at least forty-five (45) days prior to its effective date. The Employer shall implement the increase in the first full period on or after the effective date.

Section 1.4 "Fair Share":

1. The County shall grant "Fair Share" to the Union in accordance with Sections 6(e)-(g) of the Illinois Public Labor Relations Act upon satisfactory demonstration to the County that the Union has more than fifty percent (50%) of the eligible employees in the bargaining unit signed up as dues paying members. Once this condition has been met, all employees covered by this Agreement will within thirty (30) days of the Union meeting said condition or within thirty (30) days of their employment by the County either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) pay to the Union each month their fair share of the Union's costs of the collective

bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.

2. Such fair share payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.
3. Upon receipt of such certification, the County shall cooperate with the Union to ascertain the names of and addresses of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.
4. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, fifty percent (50%) of all fees being collected from non-union employees. The Union shall furnish objectors and the County with verification of the terms of the escrow arrangement and, upon request, the status of the fund as reported by the bank.
5. The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.
6. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the County to change deductions from the earnings of non-members to said prescribed amount.

Section 1.5 Religion Exemption:

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of Union dues, as described in Section 1.4, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6(g) of the Illinois Public Labor Relations Act.

Section 1.6 Indemnification:

The Union shall indemnify and save the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the County for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

Section 1.7 SEIU Cope:

The Union has established a political action committee which is called SEIU COPE. Union members may contribute voluntarily to this committee to support the political activities of the Union.

The Employer agrees to deduct the contribution amount established by the committee per pay period, from the wage of employees who voluntarily authorize in writing such deductions. Such amounts shall be forwarded thirty (30) days after the close of the pay period for which the deductions are made.

Section 1.8 Orientation:

The Union will be advised when a new bargaining unit employee is hired by the Treasurer, by copy to the bargaining unit's Union Steward. After new employees receive their orientation from management, they shall be introduced to the bargaining unit's Chief Steward or the available Union representative. The Union shall have the opportunity to orient new employees to the Union and the collective bargaining agreement during a fifteen (15) minute group orientation period which will occur once a month for all employees hired during the preceding month.

Section 1.9 Neutrality:

If the Union seeks to represent a group or groups of employees not covered by this Agreement, the Employer shall maintain a neutral position and shall not attempt to influence the decision of such employees with respect to Union representation. Representation shall be granted to the Union based upon voluntary procedures of the Illinois Public Labor Relations Act and Illinois Local/State Labor Relations Board.

**ARTICLE II
Employer Authority**

Section 2.1 Employer Rights:

The Union recognizes that the Employer has the full authority and responsibility for directing its operations and determining policy. The Employer reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the statutes of the State of Illinois, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory responsibilities; provided, however, that the Employer shall abide by and be limited only by the specific and express terms of this Agreement, to the extent permitted by law.

Section 2.2 Employer Obligation:

The Union recognizes that this Agreement does not empower the Employer to do anything that it is prohibited from doing by law.

Section 2.3 Union and Employer Meetings:

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and Employer agree to meet periodically through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and Employer shall each designate not more than five (5) representatives to a labor-management committee for this purpose.

Section 2.4 Union and Employer Meetings on Career Development:

As part of the agenda of the Labor-Management Committee, meetings will be held periodically to discuss employee training and education as well as job classifications. The Employer and the Union recognize the importance of training programs, the development of career ladders and of equitable employment opportunity structures and seek here to establish these goals through Labor-Management meetings.

The committee shall be informed of training programs, their implementation and application to bargaining unit employees.

The Labor-Management Committee shall evaluate, discuss and recommend reclassifications and upgrades to the Treasurer. The Labor-Management Committee may also make recommendations to the Treasurer and the County concerning courses and in-service training to enhance career opportunities for employees in the bargaining unit.

The parties shall include on the agenda of the Labor-Management Committee discussion of current job titles and pay grades of bargaining unit employees. The committee shall also meet each year to review Union and employee generated requests for upgrades and reclassifications. Such review shall include requests for individual desk audits and sample desk audits to be applied where appropriate. The committee shall devote sufficient time in order to complete its discussions in a timely fashion. In any case, audits agreed upon shall be completed no later than October 1 of each year during this Agreement. During such process, there will be a free exchange of information and the parties will make reasonable attempts to review those requests which appear to have the most merit using objective and fair standards. After the review and analysis is completed, the Committee will submit its findings to the Employer for review. The decision as to whether to include any or all of the upgrades and reclassifications in budget requests shall be made using objective and fair standards.

Section 2.5 Employer Policy and Procedures Manual:

The Employer shall notify the Union, through the address listed in Article XVI, Section 16.2 Notice prior to making any changes to the current Employer Policy and Procedures Manual. The Employer shall provide the Union with copies of any proposed changes to the Employer Policy and Procedures Manual that may affect the bargaining unit.

**ARTICLE III
Hours of Work and Overtime**

Section 3.1 Purpose of Article:

The provisions of this Article are intended to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week or pay in lieu thereof, or as a limitation upon the maximum hours per day or per week which may be required.

Section 3.2 Regular Work Periods:

The regular work day for a full-time employee shall consist of eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at his/her scheduled starting time. The length of paid lunch periods and breaks presently granted shall remain in effect.

Employees shall be paid once every two (2) weeks (bi-weekly). If possible, checks shall be distributed before lunch time on pay day.

Section 3.3 Compensatory Time and/or Overtime Compensation:

- A. Overtime will be voluntary to the extent possible. Employees may be assigned overtime work provided that such overtime shall be limited to either emergency conditions which cannot be deferred and which cannot be performed with the personnel available during normal working hours, or because of an abnormal peak load in the activities of a division.
- B. An employee shall be paid one and one-half (1½) times the average of the employee's regular hourly rate for all hours worked in excess of forty (40) hours in any regular work week. Hours in pay status, with the exception of sick time, shall count as time worked in computing overtime.
- C. Employees shall receive payment for overtime worked within thirty (30) days following the pay-period in which the employee worked the overtime. The Employer shall also allow the overtime check to be paid through direct deposit for those employees who choose direct deposit.
- D. Overtime may be compensated by compensatory time only under the following conditions:
 - 1. Where the employee requests compensatory time in lieu of salary and the Chief Deputy Treasurer agrees to payment in this fashion. All denials will be accompanied by an explanation.
 - 2. Where the Chief Deputy Treasurer determines that the overtime work is necessary and there are insufficient budgeted funds to pay for the work in salary, the employees will be notified in advance of the lack of budgeted funds.
- E. Where an employee is paid for overtime work by the grant of compensatory time, the following rules governing usage of compensatory time shall apply:
 - 1. Employees may accumulate up to a maximum of two hundred forty (240) hours of compensatory time;
 - 2. Employees who request use of accumulated compensatory time will be allowed to use all or any part of such time provided that the request for use of such time is made within a reasonable period prior to the date on which the time is to be used. The provisions governing the use of vacation time shall control with respect to the use of accumulated compensatory time;
 - 3. The use of compensatory time will be granted provided a reasonable notice has been given and provided that the grant of compensatory time will not cause an

unreasonable burden on the Employer's ability to provide services to the public during the period of the requested use of compensatory time;

4. Upon termination of employment, an employee with accumulated compensatory time will be entitled to receive payment for that time at the hourly rate they are earning at the time of termination.

- F. Each Department shall record hours worked for each employee eligible for overtime payments. The Payroll Department is responsible for the correct computation of straight time and overtime hours due to an employee.

Section 3.4 Overtime Work:

Employees will be expected to perform any reasonable amounts of overtime work assigned to them. The Treasurer/Designee will attempt to assign overtime work to the employees who are immediately available when the need for overtime occurs, and who normally and customarily perform the work involved, except that in cases of emergency the Treasurer/Designee may assign the overtime work to any employees immediately available. It is the intention of the parties that overtime will be distributed equitably among the employees who sign the overtime request sheet. Willingness to perform the tasks, attendance and tardy records will be considered.

Section 3.5 Sick Day/Call In:

Employees are required to call-in, in accordance with the Employer's rules as early as possible on the day he or she is absent. If the employee does not have sick days available, the employee may not use vacation or compensatory time, unless there is some emergency signed off by the Chief Deputy Treasurer or his designee, except for Family and Medical Leave Act absences, in accordance with the law.

Section 3.6 Work During Lunch Time:

All employees are entitled to a one (1) hour lunch. However, during certain busy periods, it may be necessary for a manager to require that the employee work through part of his or her lunch hour. If due to such emergency circumstances, the Employer authorizes an employee to work during part of his or her lunch hour, the Employer shall treat such work as compensable time, whether straight time or overtime, as the case may be.

Section 3.7 Breaks During Overtime Work :

Employees working overtime should receive a fifteen (15) minute break after four (4) hours of overtime work. Employees assigned to work overtime for a continuous period of six (6) hours or more beyond their regular workday, shall be granted a one (1) hour lunch in addition to their fifteen (15) minute break.

ARTICLE IV

Seniority

Section 4.1 Probationary Period:

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be one hundred and eighty (180) calendar days with an addition of up to ninety (90) days upon mutual agreement. The probationary period shall be extended for a period equal to the time required for any formal training program required of any probationary employees, and the Union shall be consulted about the instituting of any such training program which extends the probationary period. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any just cause and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of his/her most recent hire.

Section 4.2 Definition of Seniority:

For purposes of this Article, seniority is defined as an employee's length of most recent continuous employment with the Treasurer of Cook County since his/her last hiring date as a full-time employee and as a regular part-time employee entitled to benefits pursuant to Article V, Section 5.4, unless otherwise specified. Seniority for such regular part-time employees shall be pro-rated.

Section 4.3 Promotion, Transfer:

In order to be selected for a position, applicants shall meet the qualifications of the job description. In all cases of promotion, the Employer shall consider the following factors in assessing candidates for an available position: ability, education (or equivalent experience), other qualifications or characteristics of the candidate and work history. Seniority shall govern the selection among relatively equal bidders, however, employee work records shall be a factor in the final decision.

An employee who receives a new job under this procedure shall not be permitted to bid for another job for six (6) months thereafter.

Transfer opportunities shall be posted for employee bid. If no employees bid, then the Employer shall have the right to transfer employees as needed to different sections or divisions due to structural changes in the operations of the Employer. The transferred employee shall retain the same grade level and rate of pay. In emergency situations the Employer has the right to transfer, on a temporary basis, employees with the capabilities to perform the job.

Section 4.4 Reduction in Work Force, Layoff and Recall:

Subject to Article IV, Section 4.8(g) should the Employer determine that it is necessary to decrease the number of employees within the Treasurer's office, the following provisions shall apply:

1. In any reduction in force an employee's Treasurer-wide seniority date is the date utilized.
2. Employees subject to a reduction in force can bump any junior employee in the same classification at the same grade or lower.

3. Employees may bump any junior employee in any classification previously held for which the employee has the present skill and ability to perform the work.
4. Employees may bump any junior employees in other classifications for which the employee has the present skill and ability to perform the work.
5. Employees may move into any vacant position or position held by a probationary employee, summer or temporary employee, if qualified.

Where possible, surplus employees and the Union shall be given notice thereof of at least one (1) month prior to the effective date. Employees laid off as a result of this procedure shall be subject to recall in order of Treasurer-wide seniority before new employees are hired in the classifications held by them at the time of the reduction in force. Should the laid off employee choose to refuse a lower classification which is open, they shall continue to remain on the recall list for openings in their original classification and/or grade.

Section 4.5 Promotion and Shift Assignment:

Employees in the same job classification and in the same division, but on a different shift, where applicable, will first be given preferential consideration for a change in shifts in accordance with Section 4.3.

Section 4.6 Return to Former Job:

An employee who has been promoted or transferred to another job within the represented unit may be returned by the Treasurer to his/her former job or an equivalent position, within ninety (90) calendar days or before completion of a formal training program, if the employee does not demonstrate the ability and qualifications to satisfactorily perform the job to which promoted or transferred. An employee who has accepted another job within the represented unit may ask to return to his/her former job within ten (10) working days after commencing work on the new job. An employee who receives a new job under this procedure shall not be permitted to bid for another job for six (6) months thereafter, and an employee who returns to his/her former classification under this procedure will not be permitted to bid again on the same job for one (1) year thereafter.

Section 4.7 Return to Represented Unit:

An employee who has been promoted or transferred out of the represented unit, and who is later transferred back to the unit by the Treasurer shall upon return to the represented unit be granted the seniority he/she would have had, had the employee continued to work in the classification from which he/she was promoted or transferred.

Section 4.8 Termination of Seniority:

An employee's seniority and employment relationship with the Employer shall terminate upon the occurrence of any of the following:

- Resignation or retirement
- Discharge for just cause, including but not limited to the following:
 - A. Violent, obscene or other behavior which is inconsistent with the public responsibility of the office.

- B. Engaging in a loud and abusive argument with the employee's supervisor or the public.
- C. Stealing from the office by theft or deception.
- D. Absence for three (3) consecutive work days without notification to the department head or a designee during such period of the reason for the absence, unless the employee has an explanation acceptable to the Employer for not furnishing such notification.
- E. Failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the Employer for such failure to report for work.
- F. Absence from work because of layoff or any other reason for six (6) months in the case of an employee with less than one (1) year of service when the absence began, or twelve (12) months in the case of all other employees, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits.
- G. Failure to report for work upon recall from layoff within ten (10) work days after notice to report for work is sent by registered or certified mail or by telegram, to the employee's last address on file with the department personnel office.
- H. Engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the Treasurer in writing.

Section 4.9 Transfer of Stewards:

Employees acting as Union stewards under Article XI, Section 11.6, of this Agreement shall not be transferred from their job classifications or work sections because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or work sections, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 4.10 Seniority List:

On December 1st and June 1st of each year, the Employer will furnish the Union a list showing the name, number, address, classification and last hiring date of each employee, and whether the employee is entitled to seniority or not. The Employer shall post a similar list without employee addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer of any error in his/her last hiring date as it appears on that list or it will be considered correct and binding on the employee and the Union for that period of time, unless there is an agreement between the Union and the Employer in writing with a corrected date. The Employer will furnish the Union monthly reports of any changes to such list.

Upon written request made by Local 73 no more often than every sixty (60) days, the County shall notify Local 73 in writing of the following personnel transactions involving bargaining unit employees within each department and on a work location basis: new hires, promotions, demotions, check-off revocations, layoffs, re-employments, leaves, returns from leave,

suspensions, discharges, terminations, retirements and Social Security numbers. Local 73 shall, upon request, receive such information on computer tapes, where available.

Section 4.11 Job Posting:

When job openings or vacancies occur within the bargaining unit in a particular department, or when new positions are created, the Employer shall post a notice on all bulletin boards where notices to employees are normally posted. These postings will be for a period of fourteen (14) working days. The postings shall include the following information: job classification and grade, department, salary range and the minimum qualifications for the position. A job summary shall also be attached to the posting.

Interviews for the positions shall be held within a reasonable time after the last day of the posting period. Insofar as is practicable, the positions shall be filled within sixty (60) days of the last interview.

Employees within the department where the vacancy occurs will be given preferential consideration for promotion to a higher paying position in accordance with Section 4.3. Employees in equal or lower paying grades in other departments who apply for the vacancy will be given preferential consideration in accordance with Section 4.3 before new employees are hired.

Employees who are awarded the new position shall move to their new position within thirty (30) days after the job has been awarded.

The names of Employees awarded positions pursuant to this Article shall be posted on all bulletin boards where notices to employees are normally posted for a period of ten (10) working days from the effective date of the awarding of the position.

Section 4.12 Reductions in Force:

Employees cannot, if there is a reduction in force, bid or otherwise move to a higher grade than the employee's then current grade, except by mutual agreement, or, if the Employer wants to move the employee to a higher grade. If the Employer has a reduction-in-force (RIF), interns who regularly work for more than twenty hours per week may not perform substantially all of the work of the RIF's employee on a regular and continual basis, except that interns who work during the summer in accordance with past practice, shall be excluded from this Section. The Employer will not be arbitrary, capricious, or discriminatory.

**ARTICLE V
Rates of Pay**

Section 5.1 Job Classifications/Rates of Pay:

Employees in the job classifications set forth in Appendix A to this Agreement shall receive the monthly salary provided for their respective grade and length of service in the job classification. Employees will be increased to the appropriate step upon completion of the required length of service in the classification.

Effective June 1, 2006, all employees in pay status shall be given a one time non-compounded five hundred dollar (\$500.00) bonus on wages per past practice.

The salary grades and steps applicable to this bargaining unit shall be increased as follows during the term of this agreement:

Effective with the first full pay period on or after December 1, 2004	1%
Effective with the first full pay period on or after December 1, 2005	1%
Effective with the first full pay period on or after June 1, 2006	2%
Effective with the first full pay period on or after December 1, 2006	1.5%
Effective with the first full pay period on or after June 1, 2007	2.5%
Effective with the first full pay period on or after December 1, 2007	2%
Effective with the first full pay period on or after June 1, 2008	2.75%

Section 5.2 New, Changed or Misclassification; Job Audit/Classification Review:

- A. During the term of this Agreement, the Employer may establish new and changed job classifications, and change the duties of existing job classifications, provided that a major alteration of the classification structure shall not be made. The Employer may put the new and changed job classifications or duties into effect after timely notice to the Union, and discuss and set the rate of pay with the Union, using the duties, responsibilities, qualifications and grade levels of the classifications in Appendix A as a guide for determining the new rate. If the parties are unable to agree on the rate of pay, the Employer may put a rate into effect, and the Union, thereafter, may submit any dispute to the grievance procedure.
- B. An employee also may request that his/her position be reclassified, and the request will be reviewed by the employee's Section Head; if the Section Head agrees that the request is reasonable and/or justified, the department head will recommend to the Treasurer that this reclassification be included in the forthcoming departmental budget request. The Employer will discuss any reclassifications with the Union prior to implementation.
- C. Union submitted lists for reclassification must be discussed with the Employer.

Section 5.3 Classification and Grade Change:

If an employee is promoted, reclassified, demoted or transferred into another classification through the application of this Agreement, the following rules shall apply:

A. Promotions:

An employee who is promoted to a job in a higher salary grade shall be entitled to placement in the step of the new salary grade which will provide a salary increase at least two (2) steps above the salary received at the time the promotion is made, provided that -

- 1. The new salary does not exceed the maximum established for the grade to which the employee is promoted.
- 2. The new salary is not below the first step established for the grade to which the employee is promoted.

If the new classification represents a promotion from a classification outside the represented unit to a classification within the represented unit, the employee shall be placed in the lowest step in the progression schedule for the new classification which will provide the employee an increase in pay. In all cases of promotion, the effective date will set a new anniversary date for the purposes of the salary schedule only.

B. Reclassifications:

1. An employee whose job is reclassified to a lower classification shall continue to receive compensation at the same rate received immediately prior to reclassification. Such action shall not change the employee's anniversary date.

If the salary rate received immediately prior to reclassification is less than the last step rate of the lower classification, the employee shall be entitled to further step advancement.

2. An employee whose job is reclassified to a higher classification shall be placed in the first step of the higher grade which provides an increase one (1) step above the salary received at the time of the reclassification. Such action will change the employee's anniversary date. In all cases of reclassification, the employee shall receive at least the first step of the grade to which the position is reclassified.

C. Demotions:

The following shall apply to demotions from one grade to another:

1. An employee performing the duties of a job continuously and demoted to a job in a lower salary grade, shall have the salary adjusted in the new job to the same step of the new salary grade as was received in the salary grade of the job from which demoted.
2. An employee promoted to a job in a higher salary grade and subsequently demoted to a job in a lower salary grade, shall have the salary adjusted to the step of the salary grade to which the employee would be entitled had the employee remained in the salary grade from which the employee was promoted.

D. Transfers:

An employee transferring from one department to another in the same job classification and/or grade shall be eligible to receive the salary the employee has been receiving at the time of transfer. Such appointment shall not set a new anniversary date.

Section 5.4 Part-Time Employees:

Part-time employees, who are compensated from the Extra and Overtime Account, shall receive the hourly rate provided for the respective grade and length of service as set forth in Appendix A of this Agreement. Disability and pension benefits for all part-time employees will be determined by the provisions of the County Employees Pension Plan. The hourly rate for part-time employees will equal the first step of the salary grade divided by one hundred seventy four (174).

Section 5.5 Performance Evaluations:

Performance evaluations shall not be done in a discriminatory, capricious or disparate fashion. An employee who disagrees with his or her evaluation may grieve the evaluation rating if it has a negative impact on the employee's wages, hours or working conditions.

**ARTICLE VI
Holidays**

Section 6.1 Designation of Holidays:

A. The following days are hereby declared holidays, except in emergency and for necessary operations, for all employees in the bargaining unit:

1. New Year's Day - January 1
2. Martin Luther King's Birthday - Third Monday in January
3. Lincoln's Birthday - February 12
4. President's Day - Third Monday in February
5. Casimir Pulaski Day - First Monday in March.
6. Memorial Day - Last Monday in May
7. Independence Day - July 4
8. Labor Day - First Monday in September
9. Columbus Day - Second Monday in October
10. Veteran's Day - November 11
11. Thanksgiving Day - Fourth Thursday in November
12. Christmas Day - December 25

It is the intent of the Board of Commissioners of Cook County that all salaried Cook County employees be granted twelve (12) holidays, or equivalent paid days off per year.

Should a certain holiday fall on Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on a Sunday, the following Monday shall be set as the holiday.

- B. In addition to the above, any other day or part of a day shall be considered a holiday when so designated by the Board of Commissioners of Cook County.
- C. In addition to the foregoing paid holidays, employees shall be credited with one (1) floating holiday on December 1st of each year, which may be scheduled in accordance with the procedures for vacation selection set forth in Article VII, Section 7.2. If an employee elects not to schedule said day as provided above, the employee may request to use his/her floating holiday at any time during the fiscal year. Requests shall not be unreasonably denied. If an employee is required to work on a scheduled floating holiday by the Employer, the employee shall be entitled to receive one and one-half (1½) times the employee's regular hourly rate for the hours actually worked plus holiday pay at eight (8) hours pay.

Section 6.2 Eligibility:

To be eligible for holiday pay, an employee must satisfy each of the following requirements:

- (a) The employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless the employee has a reasonable explanation for failing to report.
- (b) The employee must have worked at least forty (40) hours during the pay period in which the holiday occurs unless the employee was on vacation or paid sick leave during such period.

Section 6.3 Holidays In Vacations:

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation.

Section 6.4 Failure to Report:

An employee scheduled to work on a holiday but who fails to report shall not be eligible for a paid holiday, unless the employee has a reasonable explanation for failing to report. An employee scheduled to work on a holiday that calls in sick shall be eligible for the paid holiday providing he or she brings in a doctor's statement.

**ARTICLE VII
Vacations**

Section 7.1 Vacation Leave:

- A. All bargaining unit employees, who have completed one (1) year of service with Cook County, including service mentioned in Section 7.1, Paragraph E, shall be granted vacation leave with pay for periods as follows:

<u>Anniversary of Employment</u>	<u>Days of Vacation</u>	<u>Maximum Accumulation</u>
1st thru 6th	10 working days	20 working days
7th thru 14th	15 working days	30 working days
15th thru -	20 working days	40 working days

- B. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five (5) days in a pay period to accrue time in that period.
- C. All individuals employed on a part-time work schedule of twenty (20) hours per week or more shall be granted vacation leave with pay proportionate to the time worked per month.
- D. Employees may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days of the initial vacation allowance may be allowed after the first six (6) months of service. The heads of the County offices, departments, or institutions may establish the time when the vacation shall be taken.

- E. Any employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Water Reclamation of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.
- F. In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee, or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.
- G. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- H. Any Cook County employee who is a re-employed veteran shall be entitled to be credited with working time for each of the years absent due to military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with Cook County, shall be the same as if employment had continued without interruption by military service.
- I. Holidays recognized by the Board of Commissioners of Cook County are not to be counted as part of a vacation.

Section 7.2 Vacation Preference and Scheduling:

Insofar as practicable, vacations will be granted to meet the requests of employees. Vacation periods shall be allotted among employees on a first requested - first granted basis. Where two (2) or more employees in the same work section performing the same job request vacation on the same day for the same calendar period and all the employees cannot be released at the same time, then the vacation requests shall be granted in order of the employees' seniority.

Employees who have not bid on a vacation period(s), who have not received their bid period, or who have additional vacation time beyond the period for which they have submitted a bid, may submit an additional request for use of vacation time. Requests for vacation time shall be made no later than two (2) weeks prior to the date on which the leave is to be taken. Vacation leave will not be unreasonably denied; provided, however, that an employee may be denied the use of vacation time if other employees in the same department will be absent on the day(s) of the requested leave and the employee requesting the use of vacation time cannot be released at the same time.

ARTICLE VIII

Welfare Benefits

Section 8.1 Hospitalization Insurance: Employee Contributions:

- A. The County agrees to maintain the level of employee and dependent health benefits that are set forth in Appendix C as revised by this Agreement and specifically described in Appendix C.
- B. Employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution against premiums. Employees who have elected to enroll in the County's HMO health benefits plan shall contribute, in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with Local 73. All employee contributions for health insurance shall be made on a pre-tax basis.
- C. The Employer will provide a mail order prescription program as set forth in Appendix C.

Section 8.2 Sick Leave:

- A. All monthly salaried employees, other than seasonal employees, shall be granted sick leave with pay at the rate of one (1) working day for each month of service. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five (5) days in a pay period to accrue time in that period. Accrued sick leave will carry over if employees change offices or departments within the County as long as there is no break in service longer than thirty (30) days.

All individuals employed on a part-time work schedule of twenty (20) hours per week or more shall be granted sick leave with pay proportionate to the time worked per month.

- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by each office, department, or institution. Severance of employment terminates all rights for the compensation hereunder. The amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.
- C. Sick leave may be used for illness, disability incidental to pregnancy, or non job-related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. After five (5) consecutive work days of absence due to illness, employees shall submit to their department head a doctor's certificate as proof of illness. Accordingly, sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees.

- D. An employee who has been off duty for five (5) consecutive days or more for any health reason may be required to undergo examination by the Employer's physician before returning to work.

For health related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the Treasurer has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by the Employer's physician may be required to make sure that the employee is physically fit for return to work.

- E. If, in the opinion of the Treasurer/Designee, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days.
- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.

Section 8.3 Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid total temporary disability benefits pursuant to the Workers' Compensation Act. Duty disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the Employer otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty or ordinary disability. All of the provisions of this Section are subject to change in conjunction with changes in State laws.

Section 8.4 Life Insurance:

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next one thousand dollars (\$1,000)), at no cost to the employee, with the option to purchase additional insurance up to maximum of the employee's annual salary. No life insurance shall be offered through the County's HMO plans.

Section 8.5 Pension Plan:

Pension benefits for employees covered by this Agreement shall be as mandated under the Illinois Pension Code (40 ILCS 5/1-101 et seq.) and the County Employees' and Officers' Annuity and Benefit Fund -- Counties over 500,000 Inhabitants (40 ILCS 5/9-101 et seq.).

Section 8.6 Dental Plan:

All employees shall be eligible to participate in the dental plan as set forth in Appendix C as revised by this Agreement and specifically described in Appendix C. No dental coverage shall be offered through the County's HMO plans.

Section 8.7 Vision Plan:

All employees shall be eligible to participate in the vision plan as set forth in Appendix C as revised by this Agreement and specifically described in Appendix C. No vision coverage shall be offered through the County's HMO plans.

Section 8.8 Hospitalization - New Hires:

All new employees covered by this Agreement shall be required to enroll in the County HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

Section 8.9 Flexible Benefits Plan:

All employees shall be eligible to participate, at no cost to them, in a flexible benefits plan to be established by the County. Such plan shall include segregated IRS accounts for child care and medical expenses.

Section 8.10 Insurance Opt Out:

Effective December 1, 1999, the Employer agrees to pay eight hundred dollars (\$800.00) per year to eligible employees who opt out of the Employer's health benefit program. Prior to opting out of such program the employee must demonstrate to the Employer's satisfaction that he/she has alternative health coverage. Any employee electing to opt out of the Employer's health benefit program may request that in lieu of a payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program.

Section 8.11 Insurance Claims:

A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in this Agreement. Employees shall continue to be afforded an opportunity to present appeals of such insurance disputes in person, and may have union representation at such proceedings. This Section shall not be construed to diminish the provisions of Section 1(A), (B), (C) or (D) of this Article.

Section 8.12 School Conference and Activity Leave:

The Employer must grant an employee unpaid leave of up to a total of eight (8) hours during any school year, no more than four (4) hours of which may be taken on any given day to attend school conferences or classroom activities related to the employee's child, in accordance with the School Visitation Rights Act 820 ILCS 147/1 et seq.

ARTICLE IX

Additional Benefits

Section 9.1 Bereavement Pay:

- A. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. Immediate family is understood to include mother, father or such people who have reared the employee, husband/wife, domestic partner, child (including step children and foster children, brother/sister, grandchildren, grandparents, and spouse's parents. To qualify for pay as provided herein, the employee may be required to provide satisfactory proof of death, relationship to deceased, proof of residence in the employee's household and attendance at the funeral. Where death occurs and the funeral is to be held out of Illinois and beyond the states contiguous thereto, the employee will be entitled to a maximum of five (5) normal days pay.
- B. Any additional time needed in the event of bereavement may be taken from accumulated vacation, personal days, or compensatory time accumulated by the employee.
- C. If an employee's vacation is interrupted by a death in the immediate family, bereavement pay as described herein shall be allowed, and such days will not be counted as vacation.

Section 9.2 Jury Duty:

Approval will be granted for leave with pay, for any jury duty imposed upon any non-exempt officer or employee of the County of Cook. However, any compensation, exclusive of travel allowance received, must therefore be turned over to the County of Cook by said officer or employee.

Section 9.3 Maternity/Paternity Leave and Family Responsibility Leave:

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by Department Head. In addition, an employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household may, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to one (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Insurance coverage shall be maintained only in accordance with the Family Medical Leave Act ("FMLA") leave, i.e. up to twelve (12) weeks and meeting FMLA standards.

Section 9.4 Election Day:

An employee who is a registered voter will receive two (2) hours time off (without pay) during his regular work day so that he/she may vote in any general election. An employee desiring to take such time off shall arrange the exact hours of intended absence with his/her supervisor at least two (2) work days prior to the election.

Section 9.5 Personal Days:

All employees, except those in a per diem or hourly pay status, shall be permitted four (4) days off with pay each fiscal year. Employees may be permitted these four (4) days off with pay for

personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (½) day at a time.

Employees entitled to receive such leave, who enter Cook County employment during the fiscal year, shall be given credit for such personal leave at the rate of one (1) day for each full fiscal quarter in pay status; except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. No more than four (4) personal days may be used in a fiscal year.

Personal days shall not be used as additional vacation leave. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave, and vacation leave.

Personal days may not be used consecutively unless approved by the Treasurer/Designee. Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to department head approval.

In crediting personal days, the fiscal year shall be divided into the following fiscal quarters:

- 1st Quarter - December, January, February
- 2nd Quarter - March, April, May
- 3rd Quarter - June, July, August
- 4th Quarter - September, October, November

Severance of employment shall terminate all rights to accrued personal days.

ARTICLE X

Leaves of Absence

Section 10.1 Regular Leave:

An employee may be granted a leave of absence without pay by the Treasurer, with the written approval of the Comptroller of Cook County. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment by the County and/or Cook County Health facilities, not to exceed one (1) year, except for military service.

An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Treasurer. If approved by the Treasurer, the application will then be forwarded to the Cook County Comptroller for appropriate action. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

Absence from County service on leave without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one (1) year, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

Regular leave shall be intended to take care of emergency and extra-ordinary situations which are not covered under Sick Leave or FMLA or other specified leave sections within the Agreement.

Section 10.2 Seniority on Leave:

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan). Employees shall, however, receive retroactive increases for all time in which they were in pay status.

Section 10.3 Retention of Benefits:

An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on a leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the County's Payroll Office prior to departure on the leave. For the failure to make such arrangements, the Employer may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 10.4 Union Leave:

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend national and state conferences, conventions, and stewards' training, related to the Union, not to exceed ten (10) work days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 10.3 of this Article provided that it will not seriously effect the performance of the office.

Section 10.5 Military Leave:

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights provided for in the Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. § 4301, et seq., as amended.

An employee who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year.

Section 10.6 Veterans' Conventions:

Any employee who is a delegate or alternate delegate to a national or state convention of a recognized veterans' organization may request a leave of absence for the purpose of attending said convention, providing, however, that any employee requesting a leave of absence with pay must meet the following conditions:

1. The employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.
2. They must register with the credentials committee at the convention headquarters.
3. Their name must appear on the official delegate-alternate rolls that are filed at the state headquarters of their organization at the close of the convention.
4. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.
5. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

Section 10.7 Approval of Leave:

No request for a leave, as defined in Sections 10.1 and 10.4 of this Article will be considered unless approved by the Treasurer/ Designee. The Treasurer/Designee may withhold such approval, if, in his/her judgment, such absence from duty at the particular time requested would interfere with the conduct of Employer business.

Section 10.8 Educational Leave:

Upon request, a leave of absence for a period not to exceed one (1) year may be granted to a full-time employee with at least two (2) years of County service, if operational needs allow, in order that the employee may attend a recognized college, university, trade or technical school, or high school, provided that the course of instruction is logically related to the employee's employment opportunities with the County. Such leave shall not be arbitrarily or capriciously denied. Such leave may be extended for good cause and in accordance with the operational needs of the County.

Section 10.9 Use of Benefit Time:

Except where required by law, each employee covered by this Agreement shall not be required to use accumulated time prior to going on unpaid leave.

**ARTICLE XI
Grievance Procedure**

Section 11.1 Policy:

The provisions of this Article supplement and modify the provisions of the Employer's Grievance Procedure applicable to all employees. (See Appendix B.)

Section 11.2 Definition:

A grievance is a difference between an employee or the Union and the Employer with respect to the interpretation or application of, or compliance with, the agreed upon provisions of this Agreement, the Employer's rules and regulations or disciplinary action. All grievances shall be in writing and contain a statement of the facts, the provision(s) of this Agreement which the Employer is alleged to have violated, and the relief requested. It is recognized that because a joint employer relationship exists in this Agreement certain grievances are appropriately

answered by the Treasurer and others by County Administration, depending on the subject of the grievance.

Section 11.3 Representation:

Only the aggrieved employee(s) and/or representatives of the Union may present grievances. Employees may take up grievances through Steps One to Three either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the Employer may be initiated at Step Two by a Union representative. Grievances may be initiated at Step Three by mutual agreement of the Union and Employer.

Section 11.4 Grievance Procedure Steps:

The steps and time limits as provided in the Employer's Grievance Procedure are as follows:

<u>Step</u>	<u>Submission Time Limit This Step (calendar days)</u>	<u>To Whom Submitted</u>	<u>Time Limits Meeting Response</u>
1	30 days	Immediate Supervisor	10 days
2	10 days	Department Head	10 days
3	10 days	Treasurer/Designee	30 days
4	30 days	Impartial Third Party	30 days

Section 11.5 Time Limits:

The initial time limit for presenting a grievance shall be thirty (30) days and the same limit shall apply to hearings and decisions at Step Four. For errors in pay, the time period shall be six (6) months.

There shall be strict adherence to the time limits described within the grievance procedure by both Employer and employee and/or Union. Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the Employer.

If the Employer fails to respond within the time limits, the grievant and/or the Union shall have the right to advance the grievance to the next step of the grievance procedure up to and including arbitration.

Section 11.6 Stewards:

The Union will advise the County in writing of the names of the Chief Stewards and/or Stewards in each department or area agreed upon with the County and shall notify the County promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, the Chief Steward or Steward or in cases of new Steward orientation, the Chief Steward and/or Steward will be permitted to handle and process grievances referred by

employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that such activity shall not exceed a reasonable period of time.

The County will grant the Union an opportunity during the orientation of new employees to present the benefits of Union membership, at which time the Union may give such employees a copy of this Agreement.

Section 11.7 Union Representatives:

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate County facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Treasurer/Designee to the Employer and on each occasion will first secure the approval of the Treasurer/Designee to enter and conduct their business so as not to interfere with the operation of the Employer. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general Treasurer department rules applicable to non-employees.

Section 11.8 Impartial Arbitration:

If the Union is not satisfied with the Step Three answer, it may within thirty (30) days after receipt of the Step Three answer submit in writing to the Treasurer notice that the grievance is to enter impartial arbitration. Demands for arbitration will not be filed for disciplinary actions which involve verbal reprimands or warnings. The parties will select an arbitrator from a permanent panel of arbitrators agreed upon by both parties, if possible. The Union and the County will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding. If the two (2) parties fail to reach agreement on an Arbitrator within ten (10) days, the Treasurer and Union may request the Local Labor Relations Board, American Arbitration Association or the Federal Mediation and Conciliation Service to provide a panel of arbitrators. Each of the two (2) parties will confer within seven (7) days of receipt of the panel to alternately strike one (1) name at a time from the panel until only one (1) shall remain. The remaining name shall be the Arbitrator. The Union and the Treasurer will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the County and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the Treasurer and the Union. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

The Union and the County shall meet within thirty (30) days after the effective date of this Agreement for the purpose of selecting a permanent panel of seven (7) arbitrators. The arbitrators shall be selected on a rotating basis. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on the cases currently assigned, but will not receive any new case assignments. In the event that an arbitrator

is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties, by mutual agreement, from selecting an arbitrator from outside the panel. Absent such mutual agreement, the arbitrator shall be selected from the panel in accordance with the above procedure.

Section 11.9 Discipline:

The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. Employees who are to be or may be disciplined are entitled to Union representation exclusively in any disciplinary proceedings. The Union and the Employer agree that discipline should be timely, progressive and accompanied by counseling where appropriate and it shall normally be done in a manner that will not embarrass the employee before other employees or the public. It is understood that all discipline below suspension will be discarded after one (1) calendar year if the employee has not received additional discipline for the same or similar offense.

Suspensions will be discarded from an employee's personnel file 60 months from the date the suspension was issued; provided the employee has not received any other discipline for the same or similar offense during the 60-month period. "Discarded" suspensions and discipline below suspensions may be kept in a segregated file by the Employer.

Once discipline is removed, it will not be considered in determining future disciplinary action; provided, however, that neither the employee nor the Union will claim in any subsequent arbitration that the employee had a "clean" or "unblemished" record or no prior discipline. In the event the Union or the employee makes such claim or claims, the Employer will be free to use any discipline issued to the employee regardless of the provisions of this Section.

Section 11.10 Assistant Supervisors:

Assistant Supervisors shall be required in the absence of a supervisor to prepare reports, memorandum and other official documents documenting incidents which may or may not lead to discipline.

Section 11.11 Expedited Arbitration:

The parties may mutually agree that a grievance shall be submitted to expedited arbitration. If the parties agree to expedited arbitration, the following provisions of this paragraph shall apply. Immediately upon notification of the designated arbitrator, the parties shall arrange a place and date to conduct a hearing within a period of no more than thirty (30) calendar days, unless the parties agree to a longer period. If the designated arbitrator is not available to conduct a hearing within the thirty (30) calendar days and the parties do not otherwise agree to a longer period, the next panel member in the rotation shall be notified until an available arbitrator is obtained. Nothing herein precludes multiple cases being heard on the same day before the same arbitrator.

The hearing shall be conducted under the following procedures:

- (a) The hearing shall be informal;
- (b) No briefs shall be filed or transcripts made;

- (c) There shall be no formal rules of evidence; however, the arbitrator shall only rely on credible relevant evidence;
- (d) The hearing shall normally be completed within one (1) day;
- (e) The arbitrator may issue a bench decision at the hearing, but in any event shall render a decision within seven (7) calendar days after the conclusion of the hearing. Such decision shall be based on the evidence before the arbitrator and shall include a brief written explanation of the basis for such conclusion. Any arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within seven (7) calendar days of the close of the hearing.

The decision of the arbitrator shall be final and binding, except that it shall not be regarded as precedent or be cited in any future proceeding.

The parties further agree to increase the arbitration panel from seven (7) arbitrators to twelve (12) arbitrators.

Section 11.12 Letter of Notification:

Whenever possible, a letter of notification shall be given to an employee twenty-four (24) hours in advance of a scheduled HEARING that could lead to discipline, provided that such notification will not unreasonably hinder or impact operations and/or an ongoing investigation of that employee. The Department will investigate matters specified in the above letter as expeditiously as possible. The notice shall follow the Employer's pre-Hearing investigation of the incident with the employee (2) and any others involved and shall state the remedy sought by the Employer. If the employee is found not to have committed the violation that the employee has charged with, and therefore, the employee is not disciplined, the letter of notification and the finding of the Hearing Officer associated with the investigation will be placed in the employee's personnel file.

ARTICLE XII

Continuity of Operation

Section 12.1 No Strike:

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

Section 12.2 Union Responsibility:

Should any activity prescribed in Section 12.1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- (a) Publicly disavow such action by the employees or other persons involved;
- (b) Advise the Employer in writing that such action has not been caused or sanctioned by the Union;

- (c) Notify the employees stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately; and
- (d) Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

Section 12.3 Discharge of Violators:

The Employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

Section 12.4 No Lock-Out:

The Employer agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

Section 12.5 Reservation of Rights:

In the event of any violation of this Article by the Union or the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement be first exhausted.

**ARTICLE XIII
Training and Education**

Section 13.1 Seminars:

Employees who attend approved seminars which are related to their job shall receive pay for the hours they otherwise would have worked. If all employees wishing to attend a particular seminar are not able to attend, selection shall be made on the basis of seniority.

Section 13.2 Tuition Reimbursement:

Employees who desire to take a course or courses of instruction not offered by a City or suburban junior college shall submit their request through the Union to the Cook County Director of Human Resources.

The County agrees to allocate funds for education purposes in each year of this Agreement to be made available to all Local 73 bargaining unit employees. The amount allocated shall be an aggregate total of ten thousand dollars (\$10,000) for all Local 73 bargaining units. Employee requests for such funds shall be for reimbursement for the costs of courses offered through any certified educational institution, including community colleges, continuing adult education, and other training or technical institutions. Such course work shall be employment related. An employee may request funds up to an amount no greater than two hundred dollars (\$200.00) in a fiscal year. Approval for reimbursement shall be offered on an equitable basis.

Section 13.3 Posting of Openings:

All courses and training programs presently available through the County will be posted on all bulletin boards where notices to employees are normally posted. These postings will be for a period of five (5) working days during the period when each course or program is open for application. Employees who apply to attend Department of Human Resources classes shall be allowed to enroll and attend unless it is not operationally possible. If more employees apply than can attend, selection will be by section seniority. Employees who have bumped other employees by seniority selection will lose their seniority preference for twelve (12) months.

Section 13.4 Cross Training:

Employees may be cross-trained for a period not to exceed six (6) months. The cross-training period shall be extended for a period equal to the time required for any formal training program, and the Union shall be consulted about the instituting of any such training program which extends the cross training period. After completion of cross training, an employee will be returned to his/her home department.

In addition, at the completion of the cross-training, an evaluation will be administered and a copy placed in the employee's personnel file.

**ARTICLE XIV
Miscellaneous**

Section 14.1 No Discrimination:

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union. The Employer and the Union acknowledge that the County of Cook has adopted and implemented a Human Rights Ordinance which will be complied with.

Section 14.2 Safety, Work Environment and Health:

- A. **General.** The Employers shall endeavor to provide a safe and healthful work environment for all employees. The Employers agree to comply with all applicable state and federal laws. The parties shall share information adequately and fully in order to assure that health and safety issues are adequately addressed. Where there is a serious threat to the health and safety of an employee or employees and the situation necessitates a speedy resolution, the issue shall be immediately referred to the appropriate committee as set forth in Section 14.2 below.
- B. **Health and Safety Committee.** The Employers and Local 73 shall establish a joint labor/management Health and Safety Committee. The parties shall also establish joint subcommittees, as needed, by work location. Issues of a County-wide nature, and those not resolved in the subcommittees, shall be discussed in full committee. The full committee and the subcommittees shall meet at least quarterly. Additional meetings shall be scheduled as needed to assure that issues are adequately addressed.

The Committee and subcommittees shall meet for the purpose of identifying and correcting unsafe or unhealthy working conditions, including inadequate ventilation,

ergonomically incorrect equipment, unsanitary conditions, inadequate personal security for employees or inadequate lighting.

Within a reasonable period of time after the effective date of this Agreement, the parties agree to meet to establish the composition and operation of the committee(s).

- C. **Video Display Terminals.** The Employer and the Union will attempt to keep current with monitoring studies and reports on the effects, if any, of video display terminals and their effect on the health and safety of the operators.

The Employers agree that employees who operate computer monitors will be granted fifteen (15) minute breaks away from the screen in the first and second half of their shifts. For those employees who already receive two (2) fifteen (15) minute breaks, this provision is not in addition to those breaks currently granted. Pregnant employees and employees who are nursing and who regularly operate computer monitors may request an adjustment, temporary transfer, or other change in their assignment, if such assignment or change can reasonably be made and is consistent with the Employer's operating needs. Once the employee is no longer pregnant or nursing, the employee shall be allowed to return to her original position if available.

Employee complaints about computer monitor screen glare will be investigated and action taken to correct the problem within two (2) weeks of the complaint. If attempts to correct the glare through modifications of the working environment do not succeed, the employer will provide glare screens.

- D. **Communicable Diseases.** The Employer and the Union are committed to taking reasonable necessary steps to limit and/or prevent the spread of communicable diseases in the workplace. Therefore, generally, the County agrees as follows:

1. To provide training and/or distribute written materials to employees regarding the protocols for preventing the spread of communicable diseases. The extent and level of training will vary based on the needs of the applicable entity.
2. To make professional medical counseling available to any employee who has reason to believe that she/he has become infected with TB, HIV, or Hepatitis B during the course of his/her employment. The Employer shall make available to the employee who has occupational exposure during the course of his/her employment to blood or body substances or airborne particles, a Hepatitis B vaccine, and TB vaccine at no cost to the employee.

Specific concerns related to the health and safety of employees may be referred to the applicable Health and Safety Committee or Sub-Committee.

Section 14.3 Voluntary and Community Service Workers:

Voluntary organizations and community service workers perform services for the Employer that are a valuable and necessary contribution to the operation of the Employer. Also, the Employer engages in education and research which involves persons performing tasks and being taught to perform tasks which are similar or identical to work of employees of the bargaining unit. The Employer shall continue to have the right to avail itself of any and all such voluntary services

and community service workers and to engage in such educational and research activities. No regular employees shall be laid off because of work done by volunteers and community service workers.

Section 14.4 Bulletin Boards:

The Employer will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Treasurer/Designee for approval and posting. There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the Employer's property other than herein provided.

Section 14.5 Partial Invalidity:

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Section 14.6 Subcontracting:

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant.

The Employer will advise immediately upon any consideration of subcontracting, and in cases where there will be no reduction in force of current employees, the Employer will notify the Union at least sixty (60) days prior to any projected date of subcontracting work decision by the County Board of Commissioners and/or the Treasurer.

When such subcontracting will adversely affect employees in the bargaining unit, the Employer shall notify the Union at least five (5) months prior to any projected date of such subcontracting. The Employer will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions, if available.

Section 14.7 Personnel Files:

Upon written request to the department personnel office, an employee may inspect his/her personnel file at any time mutually acceptable to the employee and Employer. Copies of materials in an employee's personnel file shall be provided to the employee upon request and at no charge. An employee may file a written rejoinder, to be placed in his/her personnel file, concerning any matter in the file. A Union representative/steward shall be permitted to inspect or copy documents from an employee's file upon written authorization from the employee. The Employer shall maintain records in accordance with the Personnel Record Review Act, 820 ILCS 40/1 et seq.

Section 14.8 Dignity and Respect:

The County and the Union agree to promote a professional working atmosphere. Employees who believe they have been subjected to unprofessional or inappropriate treatment by a supervisor or co-worker may raise their concern regarding said treatment through the grievance process.

If further action is required the Union may request a Labor-Management Committee meeting regarding such matter.

Section 14.9 Travel Reimbursement:

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed in accordance with the Cook County Travel Expense Reimbursement Policy, except that the reimbursement rate shall not at any time be less than the maximum allowable business standard mileage rate set by the Internal Revenue Service. Provided, however, that the Employer will have thirty (30) days to implement and revise rates from the effective date of such rate set by the Internal Revenue Service.

Section 14.10 Auto Insurance:

The parties agree that the County shall explore the feasibility of making available to all employees through payroll deduction, standard automobile insurance on a no decline basis. No later than ninety (90) days after the effective date of this Agreement the County shall report the results of its investigation to the Union. Such information shall include any proposed costs and benefits, the names of the potential carrier(s), and any problem the County believes must be overcome in order to implement the insurance, and any other relevant information. Within thirty (30) days after this information is provided to the Union, the parties shall meet to discuss the possibility of implementing any proposals offered by a carrier as well as any other options regarding this issue.

Section 14.11 Americans with Disabilities Act:

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans with Disabilities Act ("ADA"), or an accommodation of an employee is otherwise contemplated by the Employer -- the Employer, the employee and the Union shall meet to discuss the matter.

It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of this Agreement where practicable. The Employer may take all steps necessary to comply with the ADA. Any such steps which might conflict with the terms of this Agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the Employer's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee. The Employer agrees that it shall not apply this Section in a discriminatory, arbitrary or capricious manner.

Nothing in this section shall require the employer to take any action which would violate the ADA or any other applicable statutes. Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

Section 14.12 Bilingual Pay:

Employees, whose positions require the employee to be bilingual, or to use sign language, shall receive an additional fifty dollars (\$50.00) per month.

Section 14.13 Integrity of the Bargaining Unit:

Non-bargaining unit employees shall not be permitted to perform bargaining unit work except in emergency situations, in training situations where a supervisor or management personnel is

teaching or instructing an employee, or where bargaining unit members are unavailable through no fault of the Employer to perform required work other than with normal absenteeism and vacations, or where circumstances exist which are out of the ordinary and beyond the control of the employer.

If non-bargaining unit employees repeatedly perform bargaining unit work, this issue shall immediately be grievable at the second step of the grievance procedure.

Section 14.14 Welfare to Work:

Welfare recipients and participants in welfare to work initiatives will not displace or replace regular employees. For example, if there are ten (10) Clerk V's and five (5) welfare recipients and participants in welfare to work initiatives, and two (2) Clerk V's retire, the Employer will not replace the two (2) regular vacant positions with two (2) additional welfare recipients and participants in welfare to work initiatives raising their number to seven (7). This policy, however, does not require the Employer to fill vacancies which they desire to keep vacant.

Bargaining unit work that constitutes the normal duties and responsibilities of regular employees on current payroll will not be removed and reassigned to welfare recipients and participants in welfare to work initiatives. Welfare recipients and participants in welfare to work initiatives will be assigned work in a manner that will not jeopardize the job classification of the current employees.

Welfare recipients and participants in welfare to work initiatives will in no way interfere with the contractual procedures for filling vacancies. The contractual procedures will be used for filling bargaining unit vacancies.

The Union will be notified when the County determines to use welfare recipients and participants in welfare to work initiatives.

Section 14.15 Credit Union:

After approval by the County Board, the County shall deduct from the wages of the employees who so authorize deductions and remit payments to the Local 73 credit Union or the County's Pay Saver Credit Union.

Section 14.16 Mass Transit Benefit Program:

The County agrees to implement pre-tax payroll deductions for transportation expenses to the extent permissible by law when the County payroll system is capable. Quarterly status reports will be provided by the Employer.

**ARTICLE XV
Office Equipment**

Section 15.1 Introduction of New Automated Equipment:

The County will notify the Union at least three (3) months in advance of any proposed technological changes in the office, including the introduction of Video-Display-Terminals (VDTs). The County shall provide the Union with sufficient information regarding the proposed changes in order to determine the potential effects on the bargaining unit.

Upon request from the Union, and before the introduction of new automated equipment, the Employer will meet with the Union to discuss the effects of the proposed changes.

The County will make every reasonable effort to ensure that new job positions, or job positions requiring new skills or knowledge, are filled by affected bargaining unit employees, in accordance with Article IV, Section 4.2. The Employer agrees that whenever technological change requires new knowledge or skill on the part of employees, such employees shall be given reasonable opportunity to acquire the necessary knowledge and skills to perform the new duties competently.

Section 15.2 Computer Monitor Screens:

Employee complaints about computer monitor screen glare will be investigated and action taken to correct the problem within two (2) weeks of the complaint. If attempts to correct glare through modifications of the working environment do not succeed, the Employer will provide glare screens.

Section 15.3 Employee Testing:

In the event the Employer desires to test the knowledge and skill of the employees within a department or a classification, the Union shall be notified as soon as the decision is made, but in no event less than thirty (30) days prior to implementation of the testing program. Upon written request by the Union, the Employer and the Union shall meet regarding the effects of the testing, if any.

All employees who are required to undergo testing will receive reasonable notice and training prior to being tested. All testing shall be reasonably related to the employee's job classification.

ARTICLE XVI
Duration

Section 16.1 Term:

This Agreement shall become effective on December 1, 2004 and shall remain in effect through November 30, 2008. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached or either party shall give the other party five (5) calendar day's written notice of cancellation thereafter.

Section 16.2 Notice:

Any notice under this Agreement shall be given by registered or certified mail. If given by the Union, then such notice shall be addressed to the following individuals:

1. President
Board of Commissioners of Cook County
118 North Clark Street - Room 537
Chicago, IL 60602

2. Treasurer of Cook County
118 North Clark Street - Room 212
Chicago, IL 60602
3. Chief, Bureau of Human Resources
118 North Clark Street - Room 840
Chicago, IL 60602

If given by the County, then such notice shall be addressed to:

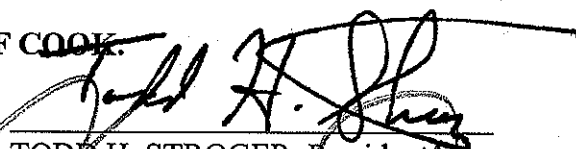
Local 73
Service Employees International Union
1165 N. Clark - Suite 500
Chicago, IL 60610


Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this 19th day of November, 2002.

COUNTY OF COOK

By:


TODD H. STROGER, President
Cook County Board of Commissioners


MARIA PAPPAS
Treasurer of Cook County

Attest:


DAVID D. ORR
Cook County Clerk

will protest

UNION: Local 73, Service Employees International Union (S.E.I.U.), AFL-CIO

BY:


CHRISTINE BOARDMAN
President

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAY 07 2008

COM _____

APPENDIX A
LOCAL 73 – Treasurer's Office

<u>Job Code</u>	<u>Grade</u>	<u>Title</u>
0172	9	Bookkeeper II
0943		Bookkeeper Machine Op. II
0226		Cashier I
0905		Clerk III
0906		Clerk IV
2416		Security Officer I
0940		Typist III
0948	10	Calculating Machine Opr. II
0227		Cashier II
0141	11	Accountant I
0173		Bookkeeper III
0907		Clerk V
0935		Stenographer IV
0364		Tax Examiner III
0046	12	Administrative Assistant I
0945		Bookkeeping Machine Opr. IV
0228		Cashier III
0352		District Court Tax Collector
0243		Payroll Division Supervisor I
0360		Tax Collection Supervisor I
0142	13	Accountant II
0047	14	Administrative Assistant II
1122		Data Entry Manager
0917		Mail Section Supervisor
0359		Tax Collection Supervisor II
0373		Tax Section Supervisor
0143	15	Accountant III
0048	16	Administrative Assistant III

APPENDIX B

GRIEVANCE PROCEDURE

I. GENERAL STATEMENT

THIS POLICY SHALL APPLY TO ALL BARGAINING UNIT EMPLOYEES UNDER THE JURISDICTION OF THE SHERIFF OF COOK COUNTY.

THIS POLICY SHALL APPLY TO ALL EMPLOYEES WITHOUT DISCRIMINATION AS TO AGE, SEX, MARITAL STATUS, RACE, CREED, COLOR, NATIONAL ORIGIN, DISABILITY, POLITICAL AFFILIATION OR POLITICAL ACTIVITY.

ALL EMPLOYEES SHALL HAVE A RIGHT TO FILE A GRIEVANCE AND SHALL BE ASSURED FREEDOM FROM COERCION, RESTRAINT, OR REPRISAL.

THE TERM "EMPLOYEE" AS USED THROUGHOUT THIS PROCEDURE SHALL ALSO BE UNDERSTOOD TO INCLUDE ANY RECOGNIZED EMPLOYEE REPRESENTATIVE OR A RECOGNIZED ORGANIZATION.

THE TERM "EMPLOYER" AS USED THROUGHOUT THIS PROCEDURE REFERS TO BOTH THE COUNTY AND THE SHERIFF AS "JOINT EMPLOYERS." IT IS RECOGNIZED THAT BECAUSE A JOINT EMPLOYER RELATIONSHIP EXISTS, CERTAIN GRIEVANCES ARE APPROPRIATELY ANSWERED BY THE ELECTED OFFICIAL, AND OTHERS BY COUNTY ADMINISTRATION, DEPENDING ON THE SUBJECT MATTER OF THE GRIEVANCE.

II. PURPOSE:

To specify the method by which employees may present grievances and seek redress.

III. DEFINITION:

A grievance is a difference between an employee and the Employer with respect to the interpretation or application of, or compliance with, the rules and regulations, disciplinary action, or the terms in the Agreement between the Employer and recognized employee organizations.

IV. POLICY:

- A. The Employer is committed to fair employment practices and recognizes its responsibility to review and make reasonable effort to resolve employees' grievances.
- B. An employee is encouraged first to discuss the grievance with the immediate supervisor.

- C. If the employee feels the grievance has not been satisfactorily adjusted as a result of this discussion, the employee may advance review in accordance with the procedure set forth elsewhere.
- D. Grievances of a general nature or affecting more than one (1) employee may be presented by recognized employee representatives or organizations at Step 2.

V. **TIME LIMITS:**

- A. Grievances must be presented by the employee within thirty (30) calendar days from occurrence of cause for the grievance or thirty (30) calendar days from the date cause should have been known to the employee, whichever occurs later, except that for errors in pay, the time period shall be six (6) months.
- B. An employee's failure to file a grievance within the time period specified shall constitute a waiver of any rights to advance the grievance.

VI. **PROCEDURE**

- A. **STEP ONE:** The employee advances the grievance as follows:
 - 1. The employee obtains a Grievance Form.
 - 2. The employee writes the nature of the grievance and the resolution sought on the Grievance Form and presents the grievance to the immediate supervisor.
 - 3. Within the ten (10) calendar days after receipt, the immediate supervisor shall meet with the employee to discuss the grievance.
 - 4. Within the ten (10) calendar days after the meeting, the immediate supervisor answers the grievance on the Grievance Form and transmits the answer to the employee.
 - 5. If the answer is satisfactory, the grievance procedure is concluded at Step 1.
 - 6. If the answer is not satisfactory, the employee may, within the ten (10) calendar days after receipt, or if no answer is given, advance the grievance to Step 2.
 - 7. Failure to advance the grievance within ten (10) calendar days after the Step 1 answer is due, concludes the grievance procedure.

B. **STEP TWO:** The employee advances the grievance as follows:

1. On the Grievance Form, the employee checks that the answer is not satisfactory, writes the date referred to Step 2 and signs the form. The employee presents the grievance to the Department Head.
2. Within the ten (10) calendar days after receipt, the Sheriff's Designee shall meet with the employee to discuss the grievance.
3. Within the ten (10) calendar days after the meeting specified in (2) above, the Sheriff's Designee writes the final answer on the Grievance Form and transmits the answer to the employee.

C. **STEP THREE:** The employee advances the grievance as follows:

1. Within ten (10) calendar days after receipt of the Step 2 answer, the employee writes a letter to the Sheriff's Designee stating that the answer given at Step 2 is unsatisfactory, including specific reasons as to why the answer given at Step 2 is unsatisfactory and writes the date referred to Step 3 and signs the form.
2. Within ten (10) calendar days of receipt of the letter, the Sheriff's Designee will forward to the Sheriff the employee's letter requesting review at Step 3, along with all related documentation associated with the grievance.
3. The Sheriff's Designee will hear an appeal within thirty (30) calendar days and submit a written decision to the employee.

VII. **EXCEPTIONS**

- A. For grievances not related to the employee's department, the grievance should be filed with the Sheriff's Designee who will answer it, or will forward it as appropriate.
- B. Only the aggrieved employee(s) and/or representatives of the Union may present grievances.

VIII. **MISCELLANEOUS PROVISIONS**

- A. In any case where an employee has been charged with an offense which involves criminal proceedings which are pending before the grand jury or in court at the time the grievance is filed with the Sheriff for hearing, the person so charged may request that the Sheriff's hearing be continued until such time as the criminal proceedings are terminated and such request shall be granted; provided such person shall execute a waiver of all rights to pay during the period of adjournment, and provided further that he may terminate his request for

continuance and waiver upon ten days notice in writing to the Sheriff. Said ten day period begins upon receipt of the termination request by the Sheriff.

- B. At any time prior to the announcement of findings and decision, the Sheriff may accept the employee's resignation in lieu of discharge or suspension.

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

PLAN DESIGN CHANGES EFFECTIVE 12/1/07 PAYROLL CONTRIBUTION CHANGES EFFECTIVE 6/1/08

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits (through 11/30/07)	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Individual Deductible *	None		\$0 / \$200	\$125 / \$250
Family Deductible *	None		\$0 / \$400	\$250 / \$500
Ind. Out of Pocket Max *	None		\$1,000 **/ \$3,000 **	\$1,500 ** / \$3,000 **
Fam. Out of Pocket Max*	None		\$2,000 **/ \$6,000 **	\$3,000 ** / \$6,000 **
Lifetime Maximum	Unlimited		Unlimited / \$1,000,000	Unlimited / \$1,000,000
* Annual Basis			** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)	** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)

PLAN LIMITS AND MAXIMUMS:	HMO Current Benefits (through 11/30/07)	HMO Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Co-Insurance	None		90% / 60% ***	*** Subject to Schedule of Maximum Allowances (SMA), i.e., the amount doctors and other health care providers in the network have agreed to accept for their services. These amounts are generally lower than what providers outside the network charge. If you go out of network, you will pay any balance above the SMA in addition to the deductible and co-insurance.

OUTPATIENT SERVICES (MEDICAL & SURGICAL)

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Doctor Office Visits	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Routine Physical Exams and Preventive Screenings	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Well-Child Care	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
X-Ray/Diagnostic tests (performed in lab or hospital)	100%	100%	90% / 60% *	90% / 60% *
Maternity Prenatal/Postnatal Care	\$3 co-payment / member for initial visit	\$10 co-payment / member for initial visit	90% after \$20 co-pay (initial visit) / 60% *	90% after \$25 co-pay (initial visit) / 60% *
OutPatient Surgery (facility charges)	100%	100% after \$100 co-pay	90% / 60% *	90% / 60% *
OutPatient Surgery (doctor services)	100%	100%	90% / 60% *	90% / 60% *
Other OutPatient Services (including chemotherapy, radiation, renal dialysis)	100%	100%	90% / 60% *	90% / 60% *
Allergy Testing / Injections / Immunizations	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Infertility Treatment, as defined by plans	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *

OUTPATIENT SERVICES (MEDICAL & SURGICAL cont'd)					
BENEFIT OVERVIEW		HMO		PPO	
		Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Physical, Speech and Occupational Therapy (60 visits Combined Annual Maximum)		100%	100%	90% / 60*	90% / 60*
Ambulance Services		100%	100%	80% / 80% *	80% / 80% *
Emergency Room Visits (life threatening illness or injury; waived if admitted as inpatient)		100%	100% after \$40 co-pay	100%	100% after \$40 co-pay
Medically Necessary Dental Services (repair from accidental injury to sound natural teeth)		100%	100%	90% / 60% *	90% / 60% *
Home Health Care		100%	100%	90% / 60% *	90% / 60% *
Skilled Nursing Care (excl. custodial care)		100%	100%	90% / 60% *	90% / 60% *
Prosthetic Devices		100%	100%	90% / 60% *	90% / 60% *

INPATIENT SERVICES (MEDICAL & SURGICAL)				
BENEFIT OVERVIEW		HMO		PPO
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Hospital (Semi-Private Room), including Maternity inpatient obstetrical care	100%	100% after \$100 co-pay per admission	90% / 60% *	90% / 60% *
Physician/Surgeon/Anesthesiologist Services	100%	100%	90% / 60% *	90% / 60% *
X-Ray / Diagnostic Services	100%	100%	90% / 60% *	90% / 60% *
Facility Charges	100%	100%	90% / 60% *	90% / 60% *

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Mental Health/Chemical Dependency/ Substance Abuse Combined Maximum Benefit for In/Out Mental Health and Chemical Dependency Abuse Limits	Unlimited	Unlimited	Individual Annual Maximum: \$ 5,000 Outpatient and \$25,000 Combined In and Outpatient per individual, per calendar year, and a \$100,000 lifetime maximum (benefit maximum do not apply to mental health benefits)	
Outpatient Services (unlimited)	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	
Inpatient Mental Health/Substance Abuse (30 days/year max)	100%	100%	90% / 60% * Subject to overall plan limits stated above	
Supplemental Outpatient Mental Health/Substance Abuse: 2/lifetime; 4 hrs/night; 4 night/wk; 4 consecutive weeks	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	

PRESCRIPTION DRUGS (WHEN FILLED AT A PARTICIPATING PHARMACY) ADMINISTERED BY PHARMACY BENEFIT MANAGER, NOT HEALTH PLAN(S)					
BENEFIT OVERVIEW		HMO		PPO	
		Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07
Generic (30 day supply at Retail)		\$5	\$7	\$5	\$7
Brand (30 day supply at Retail)		\$10	N/A	\$10	N/A
Formulary (30 day supply at Retail)		N/A	\$15 *	N/A	\$15 *
Non- Formulary (30 day supply at Retail)		N/A	\$25 *	N/A	\$25 *
Mail Order Co-Pays (90 day supply)		1 x Retail Co-pay	2 x Retail Co-pay	\$0	2 x Retail Co-pay
* If you purchase a formulary or non-formulary drug when a generic equivalent is available, you will pay the generic co-pay plus the difference in cost between the generic and the formulary/non-formulary drug.					

Employee Contributions **Effective June 1, 2008**

Percentage of Salary (Pre-Tax)	HMO		PPO	
	Contribution Through 5/31/08	Contribution Effective 6/1/08	Contribution Through 5/31/08	Contribution Effective 6/1/08
Employee Only	.5 %	.5 %	1.5 %	1.5 %
Employee plus Child(ren)	N/A	.75 %	N/A	1.75 %
Employee plus Spouse	.5 %	1.0 %	1.5 %	2.0 %
Employee plus Family	.5 %	1.25 %	1.5 %	2.25 %
Cap	\$8 PER PAY PERIOD	None	None	

VISION BASIC BENEFITS - APPENDIX C

Eligible employees and their covered dependents may receive a routine eye examination and lenses once every calendar year, frames once every 24 months. Once the basic benefits are exhausted, additional glasses and contacts are available to participants at discounted prices through participating provider locations.

Eye Examination: \$0

Benefit includes a routine complete examination, refraction and prescription. Also, if indicated, your doctor may recommend additional procedures (such as dilation) at an additional cost to the member.

Eyeglass Lenses: \$0

Benefit includes standard uncoated plastic lenses regardless of size or power. Lens options are available for additional costs. Solid tints are covered in full.

Frames **: \$0

Members may choose a frame up to a regular retail value of \$100. Frames above \$100 regular retail price, member pays the amount over \$100 less 10%.

Contact Lenses **: \$0

Benefit includes any pair of contact lenses up to a regular retail of \$100. Contacts above \$100 regular retail are available at an additional cost.

** The applicable allowance amount may be used only once per benefit period on either eyeglasses or contacts.

LENS OPTIONS CO-PAYMENTS

Standard Progressive (No-Line Bifocal)	\$50
Polycarbonate	\$30
Scratch Resistant Coating	\$12
Ultraviolet Coating	\$12
Solid or Gradient Tint	\$ 8
Glass (Only for non-minors)	\$15
Photochromatic	\$30
Anti-Reflective Coating	\$35

DENTAL HMO BENEFITS - APPENDIX C

All new employees hired after December 1, 1999, must be in the Dental HMO for one year before changing to the Dental PPO. Employees are allowed to change plans during the annual open enrollment after one year of HMO enrollment.

Dental care is provided to eligible members and their dependent through participating designated dentist. The premium for the dental care is paid in full by Cook County.

SCHEDULE OF BENEFITS:

PREVENTIVE CARE:	Includes dental exams, x-rays and two cleanings per year are covered at 100%. Fluoride treatments for children under age 19 are also covered at 100%.
BASIC BENEFITS:	Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 75%.
MAJOR SERVICES:	Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 60%.
ORTHODONTICS:	Available to children under the age of 19 with co-payments equal to a discount of approximately 25%.
DEDUCTIBLE:	None
BENEFIT PERIOD MAXIMUM:	Unlimited

DENTAL PPO BENEFITS - APPENDIX C

	In-Network	Out-Of-Network *
Benefit Period Maximum	\$1,500 per person; per year	
Deductible	\$25/Individual; \$100 Family (4 individual maximum, does not apply to preventive and orthodontic services)	\$50/Individual; \$200 Family (4 individual maximum, does not apply to preventive and orthodontic services)
Preventive (No Deductible)	100% of Maximum Allowance	80% of Maximum Allowance *
Primary Services (x-rays, space maintainers)	80 % of Maximum Allowance	60% of Maximum Allowance *
Restorative Services: Routine Fillings Crowns Inlays and Onlays	80 % of Maximum Allowance 50 % of Maximum Allowance 50 % of Maximum Allowance	60% of Maximum Allowance * 50% of Maximum Allowance * 50% of Maximum Allowance *
Emergency Services (Palliative Emergency Treatment)	80 % of Maximum Allowance	80 % of Maximum Allowance *
Endodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Periodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Oral Surgery Routine Extractions Removal of Impacted Teeth (soft tissue and partial bony)	80 % of Maximum Allowance 80 % of Maximum Allowance	60 % of Maximum Allowance * 60 % of Maximum Allowance *
Prosthetics	50 % of Maximum Allowance	50 % of Maximum Allowance *
Orthodontics	50 % up to lifetime maximum	50 % up to lifetime maximum*
Lifetime Maximum	\$1250	\$1250

* Schedule of Maximum Allowance: PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services. Out-of-network providers do not accept the Schedule of Maximum Allowances in full. Members are liable for any difference between out-of-network dentist's charges and dental provider benefit payment, in addition to the deductible and co-insurance.

APPENDIX D

A. DRUG-FREE WORKPLACE POLICY

The Treasurer's Office is committed to maintaining a safe, productive work environment. An employee who is under the influence of drugs poses a serious threat to his or her own safety and the safety of others. Also, a person cannot do his or her job effectively while working under the influence of drugs. Your personal protection and the quality of your work are very important to us. Equally important is the fact that the illicit use of drugs is unlawful. For these reasons the Treasurer's Office has developed the following policy:

[The use of the term "drug" in this policy refers to both legal and illegal controlled substances unless the legal use is pursuant to the instruction of a physician who has been informed of the employee's job duties and has advised that the substance does not adversely affect the employee's ability to safely perform his/her job.]

The use, sale, purchase, manufacture, distribution, dispensation, presence in one's system or possession of drugs by any employee in the Treasurer's Office, on County premises, engaged in County business, or while operating County owned or leased equipment or vehicles is strictly prohibited and is grounds for discipline up to and including immediate discharge. It may also result in criminal prosecution by the appropriate authorities.

Employees must notify the Treasurer's Office as well as the administrator of any federal grant on which they may be working within 5 days of any criminal drug statute conviction for a violation occurring in the workplace. Employees convicted of off-the job drug activity also may be considered to be in violation of this policy. In deciding what action is necessary, the Treasurer's Office will take into consideration the nature of the charges, the employee's present job assignment, the employee's record with the Treasurer's Office, the impact of the employee's conviction on the Treasurer's Office and other factors the Treasurer's Office may deem relevant.

The Treasurer's Office is interested in supporting and assisting those who are willing to help themselves by voluntarily seeking assistance. Employees are encouraged to request assistance from the Treasurer's Office and reputable sources in the community. Information regarding confidential employee assistance counseling and or rehabilitation may be obtained from the County's Employee Assistance Program ("EAP"). The Treasurer's Office shall take no adverse employment action against an employee whom, prior to becoming subject to any of the grounds for testing listed in this policy, voluntarily seeks treatment, counseling or other support for a drug related problem. However, seeking such assistance will not be a defense for violating the Treasurer's Office's policy

regarding drugs. Nor will it excuse or limit the employee's obligation to meet the Treasurer's Office's policies or standards regarding attendance, job performance and safe and sober behavior on the job.

B. DRUG AND ALCOHOL ABUSE POLICY AND TESTING PROCEDURES

Abuse of controlled substances and alcohol is universally recognized as a significant and pervasive health, safety and economic problem. The Cook County Bureau of Human Resources not only shares the public's concern about substance abuse, but is responsible to the public for ensuring that our employees are not a part of this epidemic social problem.

Hence, for both the protection of the general public and the well being of our employees, the County of Cook maintains a strict Drug and Alcohol Abuse Policy. Full compliance with this Policy is a condition of continued employment by Cook County. In addition, employees are required to comply fully with the Cook County Drug Free Workplace Act Policy and the rules of conduct set forth in the Cook County Disciplinary Action Policy and Procedure.

Any disciplinary action under this Policy is subject to (1) collective bargaining agreements between all affected unions and Cook County; (2) the Cook County Disciplinary Action Policy and Procedure; and (3) the Statutes and Rules of the Career Service Commission of Cook County. Cook County intends to give the same consideration to persons with chemical dependencies as it does to employees having other diseases. In the case of substance or alcohol abuse, this agency will use constructive disciplinary measures to motivate the employee to seek assistance. If the available assistance fails, the penalty for continued drug use shall be termination of employment or other sanctions.

Drug testing will be conducted on current employees and applicants for employment under the following circumstances: (1) pre-employment, (2) reasonable suspicion, (3) return to work, (4) post-accident, and (5) transfer (other than intradepartmental transfers). Alcohol testing will be conducted only when there is (1) reasonable suspicion; (2) post-accident; or (3) where there is any other job related business need to do so. At least two (2) managers or supervisors requesting that an employee submit to a drug or alcohol test must document, in writing, the facts constituting reasonable suspicion. A positive test result presumptively indicates that the employee is under the influence of drugs and is unfit for duty.

a. Testing Procedures

The Medical Unit Facility will test employees for the following drugs:

COCAINE METABOLITES¹

OPIATE METABOLITES

AMPEHETAMINES/METAMPHETAMINES

¹ Benzoyllecgonine

PHENCYCLINDINE (PCP)
ALCOHOL (if job related and business need)

b. Specimen Collection Procedures

Specimen collection is conducted by trained personnel of the Cook County Bureau of Human Resources Medical Unit. A urine drug testing custody and control form documents the specimen collection and accompanies the specimen to the laboratory. The disclosure of any prescription medications on the custody and control forms will require that the employee produce the prescription or medication container within five (5) working days to the Medical Department. Failure to provide the prescription within the five (5) day period will result in a report of a positive test result and subject the employee to the provisions of Section V of this protocol.

Specific procedures followed during collection of the specimen include: (1) positive identification of the employee; (2) removal by the employee of his or her outer garments only with reasonable cause; (3) washing of the employees hands prior to collection of specimen; (4) securing of the water sources in the collection sites enclosure; (5) adding of bluing agent to toilet tank and bowl; (6) the collector remains outside the enclosure; (7) employee may flush the toilet only after releasing the specimen to the collector; (8) the specimen container must contain at least 60 ml of urine; and (9) the container will be sealed and initialed by the employee and collector.

An employee is ensured of privacy when providing a urine specimen for testing except when:

The employee presents a specimen that is outside the accepted temperature range and he or she refuses to have an oral body temperature measurement; or the body temperature measurement varies more than 1 degree C from the specimen temperature or the specimen has a pH concentration factor that is outside normal range; or

- (1) The collector observes conduct clearly and unequivocally indicating an attempt to adulterate or substitute the specimen; or
- (2) The employee's last provided specimen was determined to be diluted; or
- (3) The employee has previously had a verified positive test.

If a direct observation is required as a result of these specific circumstances, the collector will be the same sex as the employee.

If the employee cannot provide a sufficient volume of urine, he or she shall remain at the collection site and be provided fluids to drink. An employee shall

be given a three (3) hour period in which to provide an acceptable specimen. Failure to provide a specimen during that time period shall constitute a positive test result and subject the employee to the provisions of Section V of this protocol.

The Collector inspects the specimen for volume, temperature, color, pH concentration factor, and unusual signs of contamination.

If the employee refuses to cooperate with the collection process, the collector will notify the Cook County Bureau of Human Resources and note the non-cooperation on the employee's urine custody and control form. Non-cooperation with the collection process; failure to adequately complete the process; falsification of questions on custody control forms; or any attempt to adulterate or substitute a specimen, shall be cause for disciplinary proceedings up to and including discharge.

c. Laboratory Procedures

In all testing, an initial drug screening using DAU/EMIT methodology is preformed by trained laboratory personnel of the Cook County Bureau of Human Resources Medical Department. If the specimen tests positive, the specimen is sent to a laboratory certified by the U.S. Department of Health and Human Services ("DHHS") for confirmatory testing.

Following are the basic laboratory analysis procedures:

- (1) Use of a chain of custody procedure to track and preserve the integrity of the specimen throughout the lab processes.
- (2) Once accepted by the laboratory, the specimen remains in secured storage. Aliquots (small amounts) of the specimen will be used for conducting tests.
- (3) Screening of the specimen using an immunoassay analysis. Cut-off levels are established to determine if the specimen contains drug metabolites. If the amount of metabolite is below the cut-off level, the specimen is reported as negative.
- (4) A specimen that is positive in the initial screening will be sent to a DHHS certified laboratory for confirmatory testing by gas chromatography/mass spectrometry methods. If the amount of metabolite is above the cut-off level the specimen is confirmed positive; if it is below the cut-off level it is reported as a negative result.

Both Cook County and confirmatory laboratories retain all records related to the specimen for a minimum of one year. The confirmatory laboratory provides secure storage of a positive specimen for at least one year.

d. Reporting Results

All results are reported to Cook County's Medical Review officer (MRO). The MRO is a licensed physician of the Director of Employee Drug Testing, who has knowledge of substance and alcohol abuse disorders. The MRO receives a certified copy of the lab results.

The MRO's review and verification of positive test results is required before results are reported to the Treasurer's Office. An employee whose test result is positive will be provided with an opportunity to discuss the test results with the MRO. If the employee refuses to discuss the test results with the MRO, the MRO may verify the test as positive.

If the MRO concludes that there is a legitimate medical explanation for the positive result, the test result is reported as negative to the Treasurer's Office. Under such limited circumstances, no information that the test was reported positive by the laboratory is provided to the Treasurer's Office.

The employee may request, through the MRO, a re-analysis (re-test) of his or her specimen. This means a re-analysis of the original specimen, not of another specimen subsequently collected.

If the MRO cannot contact the employee, the MRO must notify the Treasurer's Chief Deputy to contact the employee. If the Chief Deputy cannot contact the employee, it shall place the employee on temporary medically unqualified status or medical leave.

If after five days from being notified to do so, the employee does not contact the MRO, the MRO will verify the positive test results to the Treasurer's Chief Deputy.

e. Protection of Employee's Records

Both the Cook County Bureau of Human Resources Medical Department and the confirmatory laboratory maintain strict confidentiality of the test records in their possession. Access to those records is only permitted in the event of a lawsuit, grievance, or proceeding initiated by, or on behalf of the employee and arising from a positive drug test. Moreover, access under such circumstances, will be permitted only to the following: (1) the tested individual; (2) the Treasurer's Office, or (3) the decision-maker in the lawsuit, grievance or other proceeding.

f. Testing Requirements

(1) Reasonable Suspicion

Reasonable suspicion is defined as a belief based on sufficient facts that an employee is using, abusing, or is under the influence of drugs. The suspicion must be drawn from specific, objective facts and reasonable or rational inferences drawn from those facts in light of experience.

- (a) When based upon the direct observation of two supervisors trained in the detection of probable drug use and the employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the employer shall have the right to subject that employee to a drug and/or alcohol test. The union will attend supervisory training and will receive a list of the employees tested, the reasonable suspicion observed, the test dates and test results.
- (b) An on-duty employee is required to submit to testing when the employer believes the actions or appearance or conduct of the employee are indicative of the use of a controlled substance or alcohol. On-duty means all time from when an employee begins to work or is required to be ready to work until such time as he or she is relieved from work and all responsibility for performing work.
- (c) The employee shall be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated.
- (d) However, any employee testing positive for drugs will be granted a one-time opportunity to successfully complete a drug and/or alcohol rehabilitation program, as provided under Cook County's medical insurance plan(s). Any cost of rehabilitation, over and above that paid by the County's medical insurance plan(s) must be borne by the employee. The Employee Assistance Program for Cook County ("EAP"), in consultation with the employee, will help the employee to enroll in an appropriate rehabilitation program.
- (e) During the employee's period of rehabilitation, he or she will be placed on sick/medical leave, as governed by the collective bargaining agreement. (If appropriate, this will be considered FMLA leave.) No disciplinary action will be taken

provided the employee successfully completes such a program, including the employee's full cooperation with the treatment center. However, failure to successfully complete the program shall be cause for disciplinary proceedings, up to and including discharge.

(2) Return to Work

An employee must submit to a drug test upon return from any leave of absence of thirty (30) days or more as part of his or her required return-to-work physical examination.

(3) Post-Accident

An employee must submit to a drug and/or alcohol test if he or she is involved in a work-related accident involving a vehicle, provided: (a) the employee's conduct was a significant factor in the accident, or (b) the accident results in personal injuries requiring outside medical attention or in greater than minimal damage to property. Such testing will be required without regard to whether the Treasurer's Office has any reasonable suspicion of drug usage, while under the influence of drugs or alcohol, or reasonable suspicion to believe the employee was at fault in the accident and drug usage may have been a factor.

The employee is responsible for reporting such an accident to his or her supervisor and submitting a urine specimen as soon as possible after the accident. An employee who is seriously injured and cannot provide a specimen at the time of the accident must provide the necessary authorization for obtaining hospital records and other documents that would indicate whether there were any controlled substances in his or her system. The failure or refusal of an employee to fulfill these responsibilities will subject him or her to disciplinary action, up to and including discharge, in accordance with the collective bargaining agreement and Career Service requirements, if applicable.

(4) Random Drug Testing

Random Selection: This paragraph applies to all employees in the Treasurer's Office who are not covered by a collective bargaining agreement. The Bureau of Human Resources conducts random drug testing annually of at least 50% of the average number of employee positions. The tests are unannounced and are spread reasonably throughout the year. Every employee has an equal chance of being selected for testing. Refusal to submit to the test or failure to report within two hours of notification will be deemed positive and the employee will be subject to disciplinary action. An employee selected for random testing, by a computer program, will be informed by his or her supervisor of the specific time by which the employee must report to the Cook County Bureau of Human Resources Medical Division for testing. Employees shall be given sufficient travel time to

and from the testing site. Employees who must be tested at a time other than during their scheduled work hours will be paid for the time spent being tested.

Post-Rehabilitation: This paragraph applies to all employees in the Treasurer's Office. If an employee is required by the Treasurer's Office to enter a drug rehabilitation program, as outlined elsewhere in this policy, he or she will be subject to unannounced random testing up to four times during the one-year period after successful completion of the rehabilitation program.

Upon such an employee's return to work, he or she will be subject to unannounced random drug testing up to four times during the one-year period after completion of the rehabilitation program. If the employee has a verified positive drug test at any time during that year, he or she will be subject to disciplinary action, up to and including discharge, in accordance with the collective bargaining agreement and Career Service requirements, if applicable.

g. Management Responsibilities

A manager or supervisor requesting that an employee be required to submit to a drug or alcohol test must document, in writing, the facts constituting reasonable suspicion.

h. Employee Responsibilities

While the proper use of medically prescribed drugs is not per se a violation of this policy, employees must notify management if they are taking any medication that is known to possibly adversely affect their ability to safely perform the job. In the event, there is a question regarding an employee's ability to safely and effectively perform assigned duties while using prescribed drugs, clearance from a qualified physician shall be required.

i. Consequences of a Positive Test Result

If the MRO has verified a positive test result and notified the Treasurer's Office, the employee will be considered medically unqualified to work and subject to disciplinary action, up to and including discharge, in accordance with the collective bargaining agreements and Career Service requirements, if applicable. However, any employee testing positive for drugs and alcohol in violation of this policy will be granted a one-time opportunity to successfully complete a drug rehabilitation program, as provided under Cook County's medical insurance plan(s). Any cost of rehabilitation, over and above that paid by the County's medical insurance plan(s), must be borne by the employee. The Employee Assistance Program ("EAP"), in consultation with the employee, will help the employee to enroll in an appropriate rehabilitation program.

During the employee's period of rehabilitation treatment, he or she will be placed on FMLA/sick leave, as governed by the collective bargaining agreement. No disciplinary action will be taken provided the employee successfully completes

such a program, including the employee's full cooperation with the treatment center and the Treasurer's Office.

If the employee is allowed to return to work after participating in an approved drug or alcohol rehabilitation program, his or her return must be authorized by the program's attending physician. The attending physician must certify that the employee can meet the safety and performance standards of the Treasurer's Office.

j. Voluntary Rehabilitation Prior to Testing

To encourage employees with substance or alcohol abuse problems to enroll voluntarily in a drug and/or alcohol rehabilitation program, any employee will be permitted to enroll in such a program on a one-time basis. To be considered voluntary, (a) the employee's request to enroll in such a program must be made to the EAP prior to a request by the Treasurer's Office that the employee submit to drug or alcohol testing, and (b) the employee must successfully complete the program, including full cooperation with the treatment center and the Treasurer's Office.

Any leave of absence required for the program will be treated as sick leave and will be governed by Cook County's medical insurance plan(s) and the collective bargaining agreement. If applicable, this also will be considered approved under the AMLA policy. Any cost of rehabilitation, over and above that paid by Cook County medical insurance plan(s), must be borne by the employee.

The employee's return to work must be authorized by the program's attending physician. The attending physician must certify that the employee can meet the safety and performance standards of the Treasurer's Office. The employee also will be required to submit to a drug test as part of this or her return-to-work physical examination.

Employees who voluntarily enter a drug or alcohol rehabilitation program are not subject to the post-rehabilitation random testing.

k.

All employees who handle money are subject to semi-annual drug and alcohol testing. A valid and impartial selection procedure shall be suggested by the Union and, if mutually agreed, shall be implemented by the Employer. The procedure shall test 10% of the eligible employees every six months. An employee who fails the test shall be subject to the Cook County Bureau of Human Resources procedure for such cases, unless the employee is otherwise disciplined for just cause for a shortage of money.